

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW HAMPSHIRE**

In Re: Diane L. Maucieri	Case Number 16-11428-BAH Chapter 13
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**STIPULATION REGARDING MOTION OF FEDERAL NATIONAL
MORTGAGE ASSOCIATION FOR RELIEF FROM THE AUTOMATIC STAY**

Now come Federal National Mortgage Association (“Fannie Mae”), by and through its Authorized Sub-servicer, Seterus, Inc. (“Seterus”) (hereinafter referred to collectively as “Secured Creditor”) and Diane L. Maucieri (the “Debtor”) who state that cause exists for Secured Creditor obtaining Relief from the Automatic Stay with respect to the property identified as *82 Gowing Road, Hudson, NH 03051* (the “Property”). The Property is encumbered by a first mortgage given by the Debtor and by Robert M. Maucieri (hereinafter referred to as the “Co-Debtor”) to Fleet National Bank in the original principal amount of \$193,300.00 dated January 27, 2003, and recorded at Hillsborough County Registry of Deeds in Book 6827, Page 948, as affected by a Loan Modification Agreement recorded at said Registry of Deeds in Book 8419, Page 287 (the “Mortgage”). Thereafter, the Mortgage was assigned to Secured Creditor. Seterus, Inc. is the current servicer for this loan.

Despite cause existing for Relief from the Automatic Stay, Secured Creditor is willing to forbear from exercising said relief under the following terms and conditions:

1. The total post-petition arrearage as of the date of this Agreement is/was \$34,551.78. This amount is comprised of the following:

18 Payments: 1/1/2017 - 6/1/2018	@ \$1,627.78/mo.	\$29,300.04
3 Payments: 7/1/2018 - 9/1/2018	@ \$1,655.56/mo.	\$4,966.68
Motion Fees and Costs:		\$1,031.00
Less Suspense Balance:		(\$745.94)
Total Amount Due:		\$34,551.78

2. Within fourteen (14) days of the Court’s approval of this Stipulation, the Debtor shall file an Amended Chapter 13 Plan including the post-petition arrearage amount of \$34,551.78 (as set forth above) into the total arrearage amount to be paid over the remaining life of the Plan. Within thirty (30) days of the filing of the Debtor’s Amended Chapter 13 Plan, Secured Creditor shall also file an Amended Proof of Claim evidencing such treatment of the arrears. Any attorney fees incurred in connection with the preparation and filing of the Amended Proof of Claim shall be charged to the Debtor’s mortgage account. Such Amended Plan shall also explicitly provide for the maintenance of ongoing monthly post-petition mortgage payments to Secured Creditor throughout the remaining term of this bankruptcy petition (see Paragraph 4 below).

3. All payment(s) required under this Stipulation (unless otherwise specified) shall be made in certified funds, payable to Seterus, Inc. (the servicer of the mortgage account), and shall be mailed to the following address:

Seterus, Inc.
14523 SW Millikan Way, Suite 200
Beaverton, Oregon 97005

4. Thereafter, commencing with the regular monthly post-petition payment due October 1, 2018, the Debtor shall resume making timely regular monthly post-petition mortgage payments pursuant to the due date set forth in the Note, and pursuant to the terms of the Note and Mortgage at issue.

5. IF THE DEBTOR FAILS TO FILE AN AMENDED CHAPTER 13 PLAN BY THE DATE SPECIFIED IN PARAGRAPH TWO OF THIS STIPULATION, SECURED CREDITOR AND/OR ITS SUCCESSORS OR ASSIGNS, SHALL EXECUTE AN AFFIDAVIT OF NON-COMPLIANCE (PURSUANT TO LBR 9071-1) WHICH SHALL SET FORTH THAT THE DEBTOR HAS NOT COMPLIED WITH THE TERMS OF THIS STIPULATION, AND ITS COUNSEL SHALL THEN FILE SAME. SAID AFFIDAVIT OF NON-COMPLIANCE SHALL BE FILED ONLY AFTER TEN (10) DAYS WRITTEN NOTICE OF DEFAULT HAS BEEN GIVEN TO THE DEBTOR'S ATTORNEY, WITH A COPY TO BE SENT DIRECTLY TO THE DEBTOR, BY FIRST CLASS POSTAGE PREPAID, AND WHEREUPON THE COURT MAY GRANT SECURED CREDITOR AND/OR ITS SUCCESSORS OR ASSIGNS RELIEF FROM THE AUTOMATIC STAY AND LEAVE TO FORECLOSE ITS MORTGAGE WITHOUT THE NECESSITY OF A FURTHER HEARING.

6. Any tendering of a check to the Secured Creditor which is subsequently returned due to an insufficiency of funds in the account upon which the check is drawn shall not be considered a payment in compliance with the terms of this stipulation.

7. The terms of this Stipulation shall be null and void if this case is converted or dismissed.

Agreed on this October 1, 2018.

Federal National Mortgage Association,
By Its Attorney:

Diane L. Maucieri,
By Her Attorney:

/s/ Marcus Pratt
Marcus Pratt, Esquire
NH Bar #21206, BNH #07275
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
Tel: (978) 256-1500
bankruptcy@kordeassociates.com

/s/ Paul A. Petrillo
Paul A. Petrillo, Esquire
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paulpetrillo202@gmail.com

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CERTIFICATE OF SERVICE

I, Marcus Pratt, Attorney for **Federal National Mortgage Association** hereby certify that on October 1, 2018 I electronically filed the foregoing *Agreed Stipulation* with the United States Bankruptcy Court for the District of New Hampshire using the CM/ECF System. I served the forgoing documents on the following CM/ECF participants:

Office of the U.S. Trustee
Lawrence P. Sumski, Trustee
Paul A. Petrillo, Esquire

I certify that I have mailed by first class mail, postage prepaid the documents electronically filed with the Court on the following non-CM/ECF participants:

Diane L. Maucieri
82 Gowing Road
Hudson, NH 03051

Town of Hudson , NH
Office of Tax Collector
12 School Street
Hudson, NH 03051

Robert M. Maucieri
82 Gowing Road
Hudson, NH 03051

GE Capital Retail Bank
(now known as Synchrony Bank)
170 Election Road, Suite 125
Draper, UT 84020

Citibank, N.A.
701 East 60th Street North
Sioux Falls, SD 57104

/s/ Marcus Pratt
Marcus Pratt, Esquire
NH Bar #21206, BNH #07275
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
Tel: (978) 256-1500
bankruptcy@kordeassociates.com